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December 9, 2013

***Via Hand-Delivery***

Stephanie Fuhs, Current Planning  
SAN LUIS OBISPO COUNTY  
Department of Planning and Building  
County Government Center  
San Luis Obispo, CA 93408

2013 DEC 10 AM 9:28  
SLO COUNTY  
PLANNING/BUILDING  
DEPT

Re: *January 6, 2014 Subdivision Review Board Hearing  
Richard and Maureen Cicchitelli/Tentative Parcel Map (CO 12-0080)*

Dear Planner Fuhs:

This correspondence was written on behalf of Richard and Maureen Cicchitelli, concerning their request for a Tentative Parcel Map (CO 12-0080) to subdivide an existing 25,430 square foot parcel into two parcels of 13,586 and 11,941 square feet each for the purpose of sale and/or development. It is my understanding that the subject parcel is Parcel 3 of approved Parcel Map CO 04-0502<sup>1</sup> (hereinafter referred to as "Parcel 3"). Parcel 3 has the address of 2710 Grell Lane, Oceano, CA 93445-9186 (062-303-084), and the Cicchitellis are its current owners<sup>2</sup>.

The purpose of this letter is to provide evidence to the County of San Luis Obispo (and its Subdivision Review Board) that there are actually no current restrictions concerning the development of Parcel 3 (despite the apparent assertions to the contrary by Cynthia L. Valenzuela<sup>3</sup> at the December 2, 2013 hearing of the Subdivision Review Board<sup>4</sup>). If appropriate, I respectfully request that a copy of this letter be forwarded to the County Counsel's office, for their review and consideration.

**A. Historical Background.**

**(1) Agreement Affecting Real Property.**

There was a June 10, 1996 Agreement Affecting Real Property, recorded as Document #: 2002055386 with the San Luis Obispo County Recorder's Office on or about July 8, 2002 (hereinafter referred to as the "Agreement Affecting Real Property")<sup>5</sup>. The Agreement Affecting Real Property provides, in pertinent, part, as follows:

<sup>1</sup> A copy of Parcel Map CO 04-0502 is attached hereto as Exhibit "A" for your reference.

<sup>2</sup> It is my understanding that the Cicchitellis purchased Parcel 3 from Michael C. Dacey on or about April 14, 2011.

<sup>3</sup> My research reveals that Cynthia L. Valenzuela and her husband, Matthew G. Guerrero are the current owners of the neighboring property located at 2695 Grell Lane, Oceano, CA 93445-9185 (APN: 062-303-005). This property appears to have been sold by Charles P. and Lisa K. Nichols to the Gudrun L. Grell Trust, on or about July 29, 1997. This property appears to include Lots 4 and 5 of Tract 1394 in the San Luis Obispo County. A copy of Tract 1394 is attached hereto as Exhibit "B" for your reference. Cynthia L. Valenzuela Matthew G. Guerrero then purchased this property on or about September 15, 2004.

<sup>4</sup> It is my understanding that Ms. Valenzuela's assertions may have been a reason for the hearing being continued from December 2, 2013 to January 6, 2014.

<sup>5</sup> A copy of the Agreement Affecting Real Property is attached hereto as Exhibit "C" for your reference.  
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Page 2

4. GRELL agrees that her property described as Parcel 4 of Parcel Map CO-84-80<sup>6</sup> shall be limited in development to two residential units. Such development may be either in the form of subdivision and development of said Lot, or the addition of one new structure within the current area of said Lot.

\* \* \*

7. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, grantees, successors and assigns.

**(2) Prior Subdivision Review Board Proceedings.**

Hearings to consider a request by Connie Monteiro and Thomas Girard for approval of a Vesting Tentative Parcel Map (CO 04-0502) to subdivide property<sup>7</sup> into three parcels of 7,280 square feet, 8,322 square feet and 25,827 square feet<sup>8</sup> each for the purpose of sale and/or development, took place before the County of San Luis Obispo Subdivision Review Board on January 9, 2006 and March 6, 2006<sup>9</sup>.

**(a) January 9, 2006.** The County Department of Planning and Building prepared a Staff Report for the January 9, 2006 hearing of the Subdivision Review Board<sup>10</sup>. The Staff Report set forth the following recommended action: "1. Adopt the Negative Declaration in accordance with the applicable provisions of the California Environmental Quality Act, Public Resources Code Section 21000 *et seq.* 2. Approve Vesting Tentative Parcel Map CO 04-0502 based on the findings listed in Exhibit A and the conditions listed in Exhibit B". The Staff Report does not mention the Agreement [Affecting Real Property].

The minutes from the January 9, 2006 hearing indicates that Thomas Girard requested the hearing. The minutes indicate that the hearing was attended by Mr. Girard, Stephanie Fuhs, Matthew Guerrero and Cynthia L. Valenzuela<sup>11</sup>, among others. It appears that you presented the Staff Report, and showed the project on an overhead projector. The minutes also indicate that you also "[discussed] an agreement between the previous owner and neighbor that only one home can be built, but does not show on the title report". It then appears that Mr. Girard "[read] agreement made with prior owners of property". The minutes then indicate that Mr. Guerrero "discussed the agreement and state[d] that neighbors do not want the road widened". Jeff Pineck apparently supported the project "if the restriction agreement is maintained," but

<sup>6</sup> Parcel 4 of Map CO-84-80 encompasses Parcel 1, Parcel 2 and Parcel 3 of approved Parcel Map CO 04-0502. Parcel 3 is the 25,827 square foot parcel which is the subject of the upcoming January 6, 2014 Subdivision Review Board hearing. Map CO-84-80 is attached hereto as Exhibit "D" for your reference.

<sup>7</sup> At that time, the property had the address of 2710 Grell Lane, Oceano, CA 93445-9186 (APN: 062-303-067).

<sup>8</sup> Again, Parcel 3 is the 25,827 square foot parcel which is the subject of the upcoming January 6, 2014 Subdivision Review Board hearing.

<sup>9</sup> I have obtained and reviewed copies of the minutes for these hearings (but have not been enclosed herein).

<sup>10</sup> It appears that you prepared the Staff Report.

<sup>11</sup> Cynthia L. Valenzuela is the same individual who appeared at the December 2, 2013 hearing of the Subdivision Review Board and apparently represented to the Board that there were contractual restrictions that affect Parcel 3.

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wanted the street to "remain as is". The minutes also indicate that board member Dan Nail wants the road "kept as is". Ms. Valenzuela voiced "concerns with splitting of lot if only one house can be built because of the agreement". The minutes also indicates that Deputy County Counsel Jim Orton stated to the Subdivision Review Board that "County Counsel has reviewed agreement, and states this is a civil matter between the two parties" and that "the board should focus on the County requirements" and to "[a]llow staff time to check lot line adjustment and find recorded agreement". Mr. Nail then asked "if this is a private agreement, how does that effect the board with a three way split when only one additional house is allowed". James Caruso from the Planning and Building answered that "staff will research the parcel map that created [the] project site, tentative Tract map 1394 across the street, and the two parcels subject to a lot line adjustment to locate the restriction" and requested "applicant to obtain an updated title report". The hearing was then continued to march 6, 2006 to 'allow staff time to research the restriction agreement and allow the applicant [time] to obtain an updated title report".

**(b) March 6, 2006.** In an Office Memorandum, dated March 6, 2009, the San Luis Obispo County Department of Planning and Building discussed the "recorded agreement affecting real property for the parcel under consideration for Parcel Map CO 04-0502" (which is attached to the memorandum). This Office Memorandum summarized the content of the Agreement, as follows:

The [A]greement states that future development on this parcel shall be limited to two residential units whether the development is on the current parcel or on a subsequent parcel through subdivision of the parent parcel. Since there is one existing residence on the parcel, the [A]greement would limit future development to one additional residence (or one additional parcel) instead of the three parcels being requested with the current parcel map (with two additional residences allowed).

This Office Memorandum also indicates that staff reviewed previous subdivisions along Grell Lane to determine if the County had required a limitation on density with any of the previous approvals:

Staff reviewed the findings and conditions of approval for Tract 1394, Parcel Map CO 84-040 and Lot Line Adjustment COAL 96-073 and found no requirement from the County limiting density or number of dwelling units on this site.

Based on the above, staff stated the following in approving the Vesting Tentative Parcel Map (CO 04-0502), which would allow the subject property to be subdivided into three parcels:

*Because the [A]greement was not required as part of a County land use permit or subdivision application, but entered into between parties along Grell Lane to limit development along this portion of the road, staff is recommending that the Subdivision Review Board approve the tentative parcel map as shown in the staff report prepared for the January 9, 2006 hearing subject to the findings and conditions contained in the report. [Emphasis added.]*

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By these comments, it appears that the affect of the Agreement was simply outside the authority of the Subdivision Review Board, when it reviewed Mr. Girard's request for approval of Vesting Tentative Parcel Map (CO 04-0502).

(c) **Notice of Final County Action.** A Notice of Final County Action, also dated March 6, 2006, was prepared by the County Department of Planning and Building. This notice indicates that Mr. Girard's application for approval of a Vesting Tentative Parcel Map (CO 04-0502) to subdivide the subject property into three parcels was approved by the Subdivision Review Board, subject to conditions of approval. This Notice also indicates that the conditionally approved tentative parcel map "shall expire twenty-four months after its ... conditional approval".

(3) **Purchase 2710 Grell Lane, Oceano, CA 93445-9186 (APN: 062-303-067) by Michael C. Dacey.**

On or about April 16, 2009, Michael C. Dacey purchased the subject property for the amount of \$375,000.00. The seller of the property located at 2710 Grell Lane, Oceano, CA 93445-9186 (APN: 062-303-067) from Connie L. Monterio, and Thomas Edward Girard of Pro Real Estate, Inc. acted as a dual real estate agent/broker for both Mr. Dacey (as buyer) and Ms. Monterio (as seller).

(4) **Litigation/Mediated Settlement Agreement.**

I subsequently represented Mr. Dacey in litigation against defendants Connie L. Monterio, and Thomas Edward Girard, and Pro Real Estate, Inc. (San Luis Obispo County Superior court Case No. CV 10-0184).

Mediation took place with Mr. Dacey and the defendants on October 15, 2010. Also attending this mediation were First American Title Company, Matthew G. Guerro and Cynthia L. Valenzuela<sup>12</sup>. The mediation resulted in the following 2 mediated settlement agreements:

(a) A Mediated Settlement Agreement between Mr. Dacey and defendants Connie L. Monterio, and Thomas Edward Girard, and Pro Real Estate, Inc.; and I am informed and believe that Matthew G. Guerro and Cynthia L. Valenzuela are husband and wife<sup>13</sup>.

(b) A separate Mediated Settlement Agreement between First American Title (on behalf of Mr. Dacey) and Matthew G. Guerro and Cynthia L. Valenzuela<sup>14</sup>. This Mediated Settlement Agreement, dated October 15, 2010 (hereinafter referred to as the "Mediated Settlement Agreement"), provides, in pertinent part, that:

*In return for this total payment of \$40,000.00 paid by FIRST AMERICAN to GUERRERO/VALENZUELA, GUERRERO/VALENZUELA waive and relinquish the restrictions on the Subject Property which were established in the agreement affecting real property at paragraph "4" of the Agreement Affecting Real Property dated June 10, 1996 and recorded*

<sup>12</sup> I am informed and believe that Matthew G. Guerro and Cynthia L. Valenzuela are married.

<sup>13</sup> This mediated settlement agreement is not pertinent to the issues discussed in this letter.

<sup>14</sup> A copy of this Mediated Settlement Agreement is attached hereto as Exhibit "E" for your reference.  
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*July 9, 2002 as Document No.: 2002 055386 ("Agreement Affecting Real Property") a copy of which is attached as Exhibit "1" and incorporated herein by reference.*

*DACEY agrees that he will execute a recordable restrictive covenant which limits the construction of improvements to an additional home that is planned to be constructed on Parcel 1 and an additional home that is planned to be constructed on Parcel 2 of the Subject Property of similar size, footprint and the style to the architectural rendering depicted in the current listing by Carmen Green a copy of which is attached hereto as Exhibit 2 and incorporated by reference, and that there will be no further multi-residential construction on the Subject Property which expands the number of residential units on Parcels 1 and 2 of the Subject Property<sup>15</sup>.*

**(5) Dacey Declaration of Restriction.**

Pursuant to the terms of the Mediated Settlement Agreement, Mr. Dacey recorded a Declaration of Restriction with the San Luis Obispo County Recorder's Office<sup>16</sup> (hereinafter referred to as the "Declaration of Restriction," which contains no restriction concerning Parcel 3, and provides, in pertinent part, as follows:

WHEREAS, pursuant to the terms of the Mediated Settlement Agreement, *Matthew G. Guererro and Cynthia L. Valenzuela (on behalf of themselves and all parties having or acquiring any right, title, or interest in the property located at 2695 Grell Lane, Oceano, CA 93445-9185 (APN: 062-303-005))* agreed to waive and relinquish any and all benefits to the restrictions contained in, and delete, the following paragraph 4 of the AGREEMENT AFFECTING REAL PROPERTY entered into on June 10, 1996 (and recorded on July 9, 2002 as Document #: 2002055386 with the San Luis Obispo County Recorder's Office) that affected the Property: "4. GRELL agrees that her property described as parcel 4 of Parcel Map CO-84-80 shall be limited in development to two residential units. Such development may be either in the form of subdivision and development of said Lot, or the addition of one new structure within the current area of said Lot."

\* \* \*

**Land Use and Building Type**

1. Parcel 1 shall be restricted to only one single-family residence which must be of a similar size, footprint and style to the architectural rendering depicted in the current listing by Carman Green, a true, accurate and complete copy of which is attached hereto as Exhibit "A," and incorporated herein by this reference. In addition, Parcel 2 shall be restricted to only one single-family residence must be of a similar size, footprint and style to the architectural rendering depicted in the current listing by Carmen Green, a true, accurate and complete copy

<sup>15</sup> Note that the Mediated Settlement Agreement contains no restriction concerning Parcel 3.

<sup>16</sup> A copy of the Declaration of Restriction is attached hereto as Exhibit "F" for your reference.  
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of which is attached hereto as Exhibit "A," and incorporated herein by this reference. *Parcel 3 shall not be similarly restricted.*<sup>17</sup> [Emphasis added.]

**(6) Amendment of Agreement Affecting Real Property.**

In addition to the above, on January 28, 2011, Matthew G. Guerrero and Cynthia L. Valenzuela actually executed an Amendment of Agreement Affecting Real Property (hereinafter referred to as the "Amendment of Agreement Affecting Real Property")<sup>18</sup>, which provides, in its entirety, that:

Pursuant to the terms of a Mediated Settlement Agreement dated October 15, 2010 between Matthew G. Guerrero, Cynthia L. Valenzuela and Michael C. Dacey, and for valuable consideration given, *Matthew G. Guerrero and Cynthia L. Valenzuela (on behalf of themselves and all parties having or acquiring any right, title, or interest in the property located at 2695 Grell Lane, Oceano, CA 93445-9185 (APN: 062-303-005)) hereby waive and relinquish any and all benefits to the restrictions contained in, and hereby delete, the following paragraph 4 of the AGREEMENT AFFECTING REAL PROPERTY entered into on June 10, 1996 (and recorded on July 9, 2002 as Document #: 2002055386 with the San Luis Obispo County Recorder's Office) that affects the real property located at 2710 Grell Lane, Oceano, CA 93445-9186 (APN: 062-303-067): "4. GRELL agrees that her property described as parcel 4 of Parcel Map CO-84-80 shall be limited in development to two residential units. Such development may be either in the form of subdivision and development of said Lot, or the addition of one new structure within the current area of said Lot."* [Emphasis added.]

**B. Conclusions.**

Based on the above, there are no current restrictions concerning the development of Parcel 3 (despite the apparent assertions to the contrary by Cynthia L. Valenzuela at the December 2, 2013 hearing of the Subdivision Review Board). If you have any evidence to the contrary (and/or have any comments or questions), however, I would greatly appreciate it if you would contact me, and provide me the opportunity to review the same in enough time to prepare for the upcoming January 6, 2014 Subdivision Review Board hearing. Thank you.

Sincerely,

~~LAW OFFICE OF~~ MICHAEL J. BOYAJIAN

By:

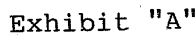
Michael J. Boyajian, Esq.

MJB/ms  
C:\Dacey.Mtrs\Ltr.FuhsS.131209.doc

<sup>17</sup> The Declaration of Restriction, therefore, contains no restrictions concerning Parcel 3.

<sup>18</sup> A copy of the Amendment of Agreement Affecting Real Property is attached hereto as Exhibit "G" for your reference.

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Recording Requested by and when recorded  
mail to:

Charles and Lisa Nichols  
2695 Grell Lane  
Oceanside, CA 93445

APN: 62-302-15

**JULIE RODEWALD**  
San Luis Obispo County - Clerk/Recorder  
Recorded at the request of  
Public

SR  
7/08/2002  
9:41 AM

DOC#: 2002055386



Title: 1 Pages: 7

Fees	25.00
Taxes	0.00
Others	0.00
PAID	\$25.00

### AGREEMENT AFFECTING REAL PROPERTY

This Agreement, entered into this 10th day of June 1996 by and between GUDRUN LENDROP GRELL, as Trustee of THE GUDRUN L. GRELL REVOCABLE TRUST (GRELL), CHARLES P. NICHOLS and LISA K. NICHOLS (NICHOLS), and GRELL CO-HOUSING GROUP, INC. (CO-HOUSING):

1. NICHOLS each agree forthwith to execute, and cause to be executed, in recordable form the document entitled "Amended and Restated Declaration Establishing Conditions and Restrictions on Subdivision of Real Property", attached hereto marked Exhibit "A" and incorporated herein.

2. In consideration thereof, GRELL and CO-HOUSING agree to participate and cooperate in a lot line adjustment between property owned by GRELL described as Lot 4, Tract 1394, San Luis Obispo County, and NICHOLS' property described as Lot 5 of said Tract 1394. The adjustment shall be as follows:

The most easterly line of Lot 4 shall be moved westerly and be parallel with the existing residence on Lot 4, but no closer to it than 8.8 feet. The northerly property line between Lot 4 and 5 shall be moved 5.33 feet (more or less) northerly. It is acknowledged that such adjustment will result in an additional 1,349.86 feet being added to Lot 5 and deleted from Lot 4, and will maintain legal Lot status for Lot 4 under County lot size

Exhibit "C"

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requirements. This adjustment of lot lines shall take place after recordation of the amended declaration referred to in Paragraph 1. CO-HOUSING shall deposit twenty thousand dollars (\$20,000.00) into an escrow account. The funds in this account will be used to pay the necessary fees and expenses to complete the lot line adjustment. Upon recordation of the lot line adjustment, the remaining escrow account funds will be returned to CO-HOUSING. In the event that the lot line adjustment is not completed within one year from the date of this Agreement, then the remaining escrow account funds will be dispersed to NICHOLS. In the event that the NICHOLS do not reasonably cooperate in the lot line adjustment, the remaining escrow account funds will be returned to CO-HOUSING. GRELL shall not have any monetary or other responsibility to either NICHOLS or CO-HOUSING with respect to the lot line adjustment other than to cooperate therein per the terms of this Agreement. No consideration shall be required to be paid by NICHOLS for the additional land to be acquired under the lot line adjustment.

3. NICHOLS shall have a right of first refusal to purchase Lot 4 of Tract 1394 in the event that GRELL or her successors determine to sell said Lot. The procedure for such right of first refusal shall be as follows:

GRELL shall give to NICHOLS written notice of the proposed price and terms for the sale of Lot 4, together with an appraisal or other market data supporting the same. NICHOLS may either (a) accept the offer, (b) reject the offer, or (c) provide GRELL with a counter-offer supported by appraisal or other market data. Such acceptance, rejection or counter-offer shall occur within thirty (30) days of the offer, time being absolutely of the

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essence as to said time limit. If NICHOLS should counter-offer GRELL'S offer, and if NICHOLS and GRELL cannot then agree on the price and/or terms of sale, the same shall be resolved by binding arbitration by a neutral arbitrator appointed by the Pismo Coast Board of Realtors or, if they shall fail to assume jurisdiction, by the San Luis Obispo County Superior Court under the Judicial Arbitration Rules of the Code of Civil Procedure. The arbitration shall be held within sixty (60) days after arbitration is requested.

This Agreement shall not be deemed to prevent the parties from voluntarily agreeing to a sale of Lot 4 to NICHOLS at any time.

A memorandum of NICHOLS right of first refusal shall be recorded. If GRELL'S offer is not accepted by NICHOLS as provided in this Section, NICHOLS' right of first refusal shall terminate, and NICHOLS shall forthwith execute and deliver to GRELL in recordable form, a quitclaim deed releasing all of their rights of first refusal as to Lot 4

4. GRELL agrees that her property described as Parcel 4 of Parcel Map CO-84-80 <sup>Back 37 page 94</sup> shall be limited in development to two residential units. Such development may be either in the form of subdivision and development of said Lot, or the addition of one new structure within the current area of said Lot.

5. NICHOLS may construct a garage and upstairs dwelling unit on Lot 5, but may not construct an additional separate dwelling on Lot 5.

6. Notwithstanding the provision in the attached instrument stating that vehicular access to subdivided lots be provided by streets other than Grell Lane, Nichols acknowledges and agrees that Grell Lane may be used for emergency access, only, to and from Lots 19, 20, 21, 30, and 31 of Tract 12, also known as the Co-Housing Project. CO-HOUSING, agrees

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that residents of the Grell Co-Housing project may not use Grell Lane for pedestrian or vehicular access to Elm Street, that it will make this restriction part of its operating rules, and that it will take reasonable measures to enforce the same. Any modification to such rules as to the use of Grell Lane shall require NICHOL'S prior approval.

7. This Agreement shall be binding upon and shall inure to the benefit of each of the parties and their respective heirs, grantees, successors and assigns.

8. In the event of litigation arising under this Agreement or any of its terms, the prevailing party shall be entitled to an award of attorneys' fees.

*Guðrun L. Grell Revocable Trust*

*Guðrun Lendrop Grell Trustee*  
 GUÐRUN LENDROP GRELL, Trustee

*C. P. Nichols*  
 CHARLES P. NICHOLS

*Lisa K. Nichols*  
 LISA K. NICHOLS

GRELL CO-HOUSING GROUP, INC.

By: *Richard Lobdill*  
 RICHARD LOBDILL, President

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## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

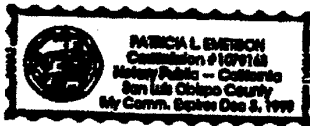
No 5907

State of California  
 County of San Luis Obispo

On June 10, 1996 before me, Patricia L. Emerson, Notary Public  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Gudrun Lendrop Grell  
NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

*Patricia L. Emerson*  
SIGNATURE OF NOTARY

## OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

## CAPACITY CLAIMED BY SIGNER

☒ INDIVIDUAL  
☐ CORPORATE OFFICER

TITLE(S)

☐ PARTNER(S) ☐ LIMITED  
☐ ATTORNEY-IN-FACT ☐ GENERAL  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(ES)

## DESCRIPTION OF ATTACHED DOCUMENT

Agreement Affecting Real Property  
TITLE OR TYPE OF DOCUMENT

Four

NUMBER OF PAGES

June 10, 1996

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

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## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 6907

State of California  
 County of San Luis Obispo

On June 10, 1996 before me, Patricia L. Emerson, Notary Public  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"  
 personally appeared Charles P. Nichols and Lisa K. Nichols  
NAME(S) OF SIGNER(S)

- ☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he~~/they executed the same in ~~his~~/their authorized capacity(ies), and that by ~~his~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

*Patricia L. Emerson*  
SIGNATURE OF NOTARY

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☐ OTHER: \_\_\_\_\_

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NUMBER OF PAGES

June 10, 1996  
DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

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## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of California  
 County of San Luis Obispo

On June 10, 1996 before me, Patricia L. Emerson, Notary Public,  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"  
 personally appeared Richard Lobdill-----  
NAME(S) OF SIGNER(S)

- ☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ they executed the same in ~~his~~ their authorized capacity(ies), and that by ~~his~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

*Patricia L. Emerson*  
SIGNATURE OF NOTARY

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☐ GENERAL  
☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER: \_\_\_\_\_

## DESCRIPTION OF ATTACHED DOCUMENT

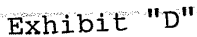
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TITLE OR TYPE OF DOCUMENT

Four  
NUMBER OF PAGES

June 10, 1996  
DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE





**DIATED SETTLEMENT AGREEMENT**

October 15, 2010

The parties to this Mediated Settlement Agreement are MATTHEW G. GUERERRO and CYNTHIA L. VALNEZUELA (hereinafter "GUERERRO/VALENZUELA"), and FIRST AMERICAN TITLE INSURANCE COMPANY and FIRST AMERICAN TITLE COMPANY as the title company and as the escrow company(hereinafter "FIRST AMERICAN") on behalf of MICHAEL C. DACEY (hereinafter "DACEY"), its insured. These parties have settled a disputed claim through mediation with DAVID C. PETERSON, Mediator. The terms of the agreement are as follows:

FIRST AMERICAN will pay to GUERERRO/VALENZUELA the total sum of \$40,000.00, being paid on behalf of its insured, DACEY in order to have a restrictive covenant or agreement removed from the real property of DACEY which is the subject of the dispute between the parties, currently known as 2710 Grell Lane, Oceano, California 93445 as subdivided into 3 parcels ("Subject Property"). This "settlement sum" shall be paid to GUERERRO/VALENZUELA within 20 days of the date of this Agreement.

In return for this total payment of \$40,000.00 paid by FIRST AMERICAN to GUERERRO/VALENZUELA, GUERERRO/VALENZUELA waive and relinquish the restrictions on the Subject Property which were established in the agreement affecting real property at paragraph "4" of the Agreement Affecting Real Property dated June 10,1996 and recorded on July 9, 2002 as Document No.: 2002 055386 ("Agreement Affecting Real Property") a copy of which is attached hereto as Exhibit "1" and incorporated herein by reference.

In return for the lifting of restrictions on the Subject Property of DACEY, DACEY waives any and all claims he may have against FIRST AMERICAN and any claims that would implicate GUERRERO/VALENZUELA so that they will not face any claims in the future by DACEY.

DACEY agrees that he will execute a recordable restrictive covenant which limits the construction of improvements to an additional home that is planned to be constructed on Parcel 1 and an additional home that is planned to be constructed on Parcel 2 of the Subject Property of similar size, footprint and

style to the architectural rendering depicted in the current listing by Carmen Green a copy of which is attached hereto as Exhibit 2 and incorporated by reference, and that there will be no further multi-residential construction on the Subject Property which expands the number of residential units on Parcels 1 and 2 of the Subject Property.

This Agreement does not include or involve the claims of DACEY against any other persons or entities involved or may be involved in the claims made by DACEY against seller, broker and any others involved in the sale of the Subject Property to DACEY such claims being generally outlined in the complaint on file in the Superior Court for the County of San Luis Obispo, Case Number: CV 100184 (the "Action"). In addition, DACEY will provide a general release to FIRST AMERICAN on a form provided by FIRST AMERICAN and approved by DACEY'S counsel, if requested to do so. The release includes the following:

DACEY on behalf of himself and his heirs, executors, administrators, agents, entities through which he may do business and assigns, hereby fully releases FIRST AMERICAN and GUERRERO/VALENZUELA, who also release any and all claims they may have against DACEY and/or FIRST AMERICAN, arising out of the matter described in the Action and relative to the agreement affecting real property, their agents, entities through which they may do business, attorneys, successors, heirs, executors, administrators and assigns, from any and all claims including any violation of the covenant of good faith and fair dealing and insurance regulations, and causes of action, damages, attorney's fees and costs which have been sustained or may be sustained as a result of the occurrences described in the suit identified above (the Action) and as to paragraph "4" of the Agreement Affecting Real Property, the agreement recorded July 9, 2002 as document number 2002 055386. The parties to this Agreement acknowledge and agree that this release applies to all claims that each may have against the other arising out of the subject matter of the dispute which resulted in the mediation and settlement described above, for injuries, damages or losses, whether injuries, damages, or losses are known or unknown, foreseen or unforeseen, or patent or latent. The parties refer to Section 1542 of the Civil Code of the State of California, and CLAIMANT hereby waives application of Section 1542 of

the Civil Code. Section 1542 provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

This settlement pertains to a disputed claim and does not constitute an admission of liability by any party.

The release contained in this Agreement shall be effective only after payment of \$40,000.00 is paid to and received by GUERRERO/VALENZUELA and a proper document waiving and relinquishing the restrictions contained in paragraph "4" of the Agreement Affecting Real Property is executed by GUERRERO/VALENZUELA and recorded with the San Luis Obispo County Clerk/Recorder.

The parties agree to cooperate with each other concerning the preparation of any document and expedite the signing and recording of any document required by this Mediated Settlement Agreement.

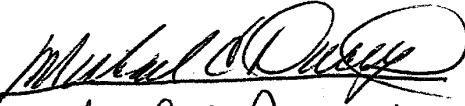
To the extent necessary to make this Agreement enforceable, the parties waive the confidentiality of the mediation.

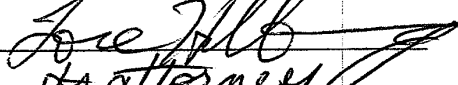
DACEY agrees that the policy of title insurance order # 4008-3221371 will be amended by two endorsements: 1) reducing the policy limits by \$40,000.00, and 2) amending Schedule B to add the agreement (7/9/02 # 055386) as an exception to the policy.

In the event of a dispute between these parties to this Agreement, the same shall be resolved by binding arbitration before David C. Peterson.

This Agreement is enforceable pursuant to Code of Civil Procedure, Section 664.6. The parties specifically request that the court retain jurisdiction to enforce the provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed as of the date above written at San Luis Obispo, California.

  
Michael C. Dacey

by   
First American Title Ins Co  
its attorney

Approved:

3

  
Ann Bell Wilson

**JULIE RODEWALD**  
San Luis Obispo County – Clerk/Recorder  
Recorded at the request of  
**Public**

AM  
2/07/2011  
3:55 PM

DOC#: 2011006701



Titles: 1 Pages: 4

Fees	23.00
Taxes	0.00
Others	0.00
PAID	\$23.00

Recording requested by:

When recorded return to:

MICHAEL J. BOYAJIAN, ESQ.  
Law Offices of Michael J. Boyajian  
1178 E. Grand Avenue  
Arroyo Grande, California 93420

SPACE ABOVE FOR RECORDER'S USE

## Declaration of Restriction

**San Luis Obispo County**  
**State of California**

*C:\Dacey\Mrs\DeclarationofRestriction.01\2011.doc*

Exhibit "F"

**Recording requested by:**  
Michael J. Boyajian, Esq.

**When recorded return to:**  
Michael J. Boyajian, Esq.  
1178 E. Grand Avenue  
Arroyo Grande, CA

SPACE ABOVE FOR RECORDER'S USE

**APN: 062-303-067**  
**APN: 062-303-005**

### **DECLARATION OF RESTRICTION**

This DECLARATION OF RESTRICTIONS is made on January 27, 2011, by Michael C. Dacey ("Declarant").

WHEREAS, Declarant is the owner of the following real property ("the Property"): 2710 Grell Lane, Oceano, CA 93445-9186 (APN: 062-303-067); and

WHEREAS, the County of San Luis Obispo Subdivision Review Board approved a Parcel Map (CO 04-0502) to subdivide the Property into three parcels: Parcel 1, Parcel 2, and Parcel 3. Parcel 3 has an existing residence, while Parcel 1 and Parcel 2 currently have no residences on them.

WHEREAS, a Mediated Settlement Agreement dated October 15, 2010 ("the Mediated Settlement Agreement") was entered into between Matthew G. Guerrero, Cynthia L. Valenzuela and Declarant).

WHEREAS, pursuant to the terms of the Mediated Settlement Agreement, Matthew G. Guerrero and Cynthia L. Valenzuela (on behalf of themselves and all parties having or acquiring any right, title, or interest in the property located at 2695 Grell Lane, Oceano, CA 93445-9185 (APN: 062-303-005)) agreed to waive and relinquish any and all benefits to the restrictions contained in, and delete, the following paragraph 4 of the AGREEMENT AFFECTING REAL PROPERTY entered into on June 10, 1996 (and recorded on July 9, 2002 as Document #: 2002055386 with the San Luis Obispo County Recorder's Office) that affected the Property: "4. GRELL agrees that her property described as Parcel 4 of Parcel Map CO-84-80 shall be limited in development to two residential units. Such development may be either in the form of subdivision and development of said Lot, or the addition of one new structure within the current area of said Lot."

NOW, THEREFORE, Declarant declares that the Property described above is held, transferred, encumbered, used, sold, conveyed, leased, and occupied subject to the covenants, restrictions, and limitations set forth in this Declaration, all of which are pursuant to the terms of the Mediated Settlement Agreement. All of the restrictions, covenants, and limitations will run with the land and will be binding on all parties having or acquiring any right, title, or interest in the Property described above or any part thereof, and will inure to the benefit of all of the Property and the future owners of that Property. Each grantee of a conveyance or purchaser under a contract or agreement of sale covering any right, title, or interest in any part of the Property, by accepting a deed or a contract of sale or agreement of purchase, accepts the document subject to, and agrees to be bound by, any and all of the restrictions, covenants, and limitations set forth in this Declaration.

Declaration of Restriction  
APN: 062-303-067  
APN: 062-303-005

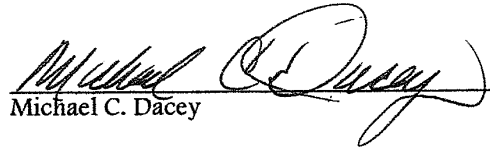
**Land Use and Building Type**

1. Parcel 1 shall be restricted to only one single-family residence which must be of a similar size, footprint and style to the architectural rendering depicted in the current listing by Carmen Green, a true, accurate and complete copy of which is attached hereto as Exhibit "A," and incorporated herein by this reference. In addition, Parcel 2 shall be restricted to only one single-family residence must be of a similar size, footprint and style to the architectural rendering depicted in the current listing by Carmen Green, a true, accurate and complete copy of which is attached hereto as Exhibit "A," and incorporated herein by this reference. Parcel 3 shall not be similarly restricted.

**Enforcement**

2. Enforcement will be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

Executed on January 27, 2011, at Arroyo Grande, County of San Luis Obispo, California.


  
Michael C. Dacey

STATE OF CALIFORNIA  
COUNTY OF SAN LUIS OBISPO} SS.

On January 27, 2011, before me, Lori Senff, Notary Public, personally appeared Michael C. Dacey, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Signature of Notary Public


4-6-2013  
Date My Commission Expires

[Seal]



## Client Detail Report

Listings as of 01/10/11 at 1:21pm

Active 08/21/10	Listing # 169045	1-Parcel Grell Lane Oceano, CA 93445	Listing Price: \$395,000
	County: San Luis Obispo	Cross St: s. elm	Map: 734, G1
	Prop Type	Residential	Prop Subtype(s)
	Area	Oceano	Sub-area
	Beds	3	Approx SqFt
	Baths(FTHQ)	2 (2 0 0 0)	Price/Sq Ft
	Garage Spaces	2	
	Year Built	New	Lot Sq Ft (approx)
	APN	062-303-082	Lot Acres (approx)
	DOM/CDOM	142/142	

**Directions** South Elm Street to Paso Robles/Grell. Left is Grell, right is Paso Robles Street. Or visa versa, depending on which direction you are coming from.

**Public Remark** Soon to be constructed! Single level, 3/2 on a very charming private street in the Halcyon Area. Get in at ground level and be a part of choosing your finishes. Experienced, long-time, local Contractor.

### Listing Information

Age Restricted No  
Under Construction Yes  
Listing Detail None

### General Information

Story/Type/Level 1 Story  
Foundation Slab  
Lot Characteristics Cul-De-Sac  
Association No  
Covered Parking Attached Garage  
Site Improvements Paved Streets  
Rooms Dining Room  
Appliances Included Oven/Range-Gas, Dishwasher, Microwave, Garbage Disp  
Flooring Carpet, Tile  
# of Fireplaces 1  
Type of Fireplace Gas Jet  
Laundry Laundry Rm/Inside

### Room Information

Dining Room Desc Formal/Separate, In Living

### Additional Information

Exterior Stucco  
Exterior Features Fenced Yard, Yard Sprinklers, Patio  
Roof Description Comp Shingle  
View Partial/Filtered  
Sewer and Water Water-Cty/Util, Sewer  
Heating Forced Air, Natural Gas  
Air Conditioning None

### Presented By:



### Carmen Green

Lic: 00981917  
Primary: 805-481-7700  
Secondary: 805-441-7370  
Other:

E-mail: carmen@cgreenrealestate.com

Web Page: <http://cgreenrealestate.com>

### C. Green Real Estate Co.

Lic: 00981917  
171 N. 13th St. Suite A  
Grover Beach, CA 93433  
805-481-7700  
Fax : 805-481-9338

January 2011

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U.S. Patent 6,910,045



Exhibit "A"

**JULIE RODEVOLD**  
San Luis Obispo County – Clerk/Recorder  
Recorded at the request of  
**Public**

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2/07/2011  
3:55 PM

DOC#: 2011006700



Titles: 1 Pages: 3

Fees	20.00
Taxes	0.00
Others	0.00
PAID	\$20.00

Recording requested by:

When recorded return to:

MICHAEL J. BOYAJIAN, ESQ.  
Law Offices of Michael J. Boyajian  
1178 E. Grand Avenue  
Arroyo Grande, California 93420

SPACE ABOVE FOR RECORDER'S USE

## Amendment of Agreement Affecting Real Property

**San Luis Obispo County  
State of California**

C:/Dacey.Mtrs/AmendmentAgreementAffectingRealProperty.01/2011.doc

Exhibit "G"



**Recording requested by:**  
and when recorded return to:  
Michael J. Boyajian, Esq.  
1178 E. Grand Avenue  
Arroyo Grande, CA 93420

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SPACE ABOVE FOR RECORDER'S USE

APN: 062-303-005  
APN: 062-303-067

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**AMENDMENT OF AGREEMENT AFFECTING REAL PROPERTY**

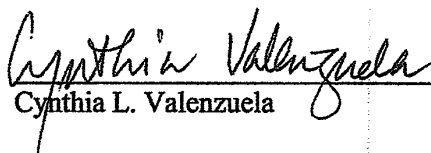
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Pursuant to the terms of a Mediated Settlement Agreement dated October 15, 2010 between Matthew G. Guerrero, Cynthia L. Valenzuela and Michael C. Dacey, and for valuable consideration given, Matthew G. Guerrero and Cynthia L. Valenzuela (on behalf of themselves and all parties having or acquiring any right, title, or interest in the property located at 2695 Grell Lane, Oceano, CA 93445-9185 (APN: 062-303-005)) hereby waive and relinquish any and all benefits to the restrictions contained in, and hereby delete, the following paragraph 4 of the AGREEMENT AFFECTING REAL PROPERTY entered into on June 10, 1996 (and recorded on July 9, 2002 as Document #: 2002055386 with the San Luis Obispo County Recorder's Office) that affected the real property located at 2710 Grell Lane, Oceano, CA 93445-9186 (APN: 062-303-067): "4. GRELL agrees that her property described as Parcel 4 of Parcel Map CO-84-80 shall be limited in development to two residential units. Such development may be either in the form of subdivision and development of said Lot, or the addition of one new structure within the current area of said Lot."

Executed on January 28, 2011, at San Luis Obispo, California.



Matthew G. Guerrero



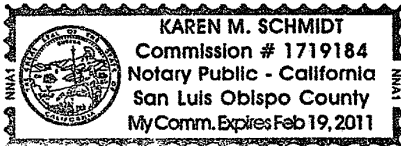
Cynthia L. Valenzuela

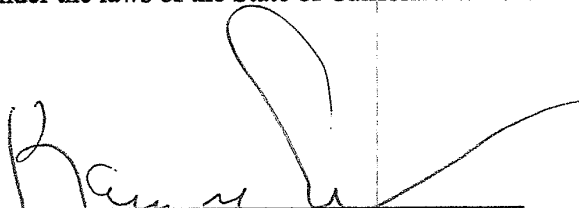
State of California                    )  
County of San Luis Obispo) ss.

On January 28, 2011, before me, Karen M. Schmidt, Notary Public, personally appeared Matthew G. Guerrero and Cynthia L. Valenzuela, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



  
\_\_\_\_\_  
Notary Public in and for said County and State

END OF DOCUMENT



